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Attorneys for Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT
 DISTRICT OF NEVADA**

In re:
 USA COMMERCIAL MORTGAGE COMPANY,
 Debtor.

In re:
 USA CAPITAL REALTY ADVISORS, LLC,
 Debtor.

In re:
 USA CAPITAL DIVERSIFIED TRUST DEED
 FUND, LLC,
 Debtor.

In re:
 USA CAPITAL FIRST TRUST DEED FUND, LLC,
 Debtor.

In re:
 USA SECURITIES, LLC,
 Debtor.

Affects:

- ☐ All Debtors
- ☒ USA Commercial Mortgage Company
- ☐ USA Securities, LLC
- ☐ USA Capital Realty Advisors, LLC
- ☐ USA Capital Diversified Trust Deed Fund, LLC
- ☐ USA First Trust Deed Fund, LLC

Case No. BK-S-06-10725 LBR
 Case No. BK-S-06-10726 LBR
 Case No. BK-S-06-10727 LBR
 Case No. BK-S-06-10728 LBR
 Case No. BK-S-06-10729 LBR

Chapter 11
 Jointly Administered Under
 Case No. BK-S-06-10725 LBR

**REQUEST OF USA COMMERCIAL
 MORTGAGE COMPANY TO
 CONTINUE TO APRIL 26, 2007 THE
 HEARING ON ITS MOTION TO
 SELL UNDER SECTION 363
 CERTAIN ASSETS RELATING TO
 THE PLACER VINEYARD LOANS
 (Affects USA Commercial Mortgage
 Company)**

Date: April 9, 2007
 Time: 1:30 p.m.

SCHWARTZER & MCPHERSON LAW FIRM
 2850 South Jones Boulevard, Suite 1
 Las Vegas, Nevada 89146-5308
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USA Commercial Mortgage Company (“USACM”), by and through its counsel, hereby files its Request to Continue the Hearing on its Motion to Sell Under Section 363 the Placer Vineyard Loans (the “Request”). In support of its Request, USACM has filed a Declaration of Douglas M. Monson contemporaneously herewith and states the following:

I. FACTUAL BACKGROUND

1. On March 9, 2007, USACM filed its Motion to Sell Under Section 363 All Commercial Assets of Debtor USA Commercial Mortgage Company in the Placer Vineyard Loans to Compass USA SPE, LLC (the “Motion”) [Docket No. 3037]. USACM then filed a motion for an order shortening time to hear the Motion. USACM requested that its Motion be heard on shortened notice in order to quickly resolve uncertainties over the servicing of the Placer Vineyard Loans so as to maximize the value of these loans to the benefit of the USACM estate. The Court granted the motion for an order shortening time [Docket No. 3099], and a hearing on the Motion was set for March 27, 2007.

2. At the March 27 hearing on the Motion, the Court invited USACM to file a supplemental declaration with additional evidence supporting the Motion and continued the hearing to April 9, 2007.

3. On March 28, 2007, counsel for USACM received a report and verified other information indicating that a substantial portion of the real property taxes owing on the three parcels comprising the collateral for the Placer Vineyard Loans (“Three Parcels”) had been paid. *See* Declaration of Douglas M. Monson, at ¶¶ 6-7 attached hereto as **Exhibit 1**.

4. USACM has also learned that on March 28, 2007, USA Investment Partners, LLC (“USAIP”), which is the majority owner of the Borrower on the Placer Vineyards Loans, has been placed under the control of a receiver by order of the U.S. District Court for the Central District of California. A copy of the “Order Appointing Temporary Receiver, Temporary Restraining Order and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue and a Permanent Receiver Should Not Be Appointed” is attached hereto as **Exhibit 2**. It is unclear at this point what the impact the USAIP receivership will have, if any, on the Motion or the Placer Vineyard Loans.

II. REQUEST TO CONTINUE HEARING

1. USACM hereby requests that the Court continue the scheduled on the Motion from April 9, 2007 to April 26, 2007, which is already scheduled as an omnibus hearing date in the USACM bankruptcy case.

2. USACM has conferred with counsel for the USACM Liquidating Trust, and understands that the Trust supports and agrees with the Request.

3. One of the reasons that USACM asked to have its Motion heard on shortened notice was due to the need to have the real property taxes owing on the Three Parcels paid promptly. Now that a substantial portion of these taxes have been paid, the need for an expedited hearing on April 9, 2007 may not exist.

4. Further, continuing the hearing to April 26, 2007 will allow parties time to consider the affects, if any the USAIP may have on the Motion and the Placer Vineyard Loans

III. CONCLUSION

For the reasons discussed above, USACM requests that the Court continue the hearing on its Motion currently scheduled for April 9, 2007, to April 26, 2007.

Dated: March 30, 2007

/s/ Lenard E. Schwartz, Esq.

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 Attorneys for Debtors

**UNITED STATES BANKRUPTCY COURT
 DISTRICT OF NEVADA**

In re: USA COMMERCIAL MORTGAGE COMPANY, Debtor.	Case Nos. BK-S-06-10725 LBR Case Nos. BK-S-06-10726 LBR Case Nos. BK-S-06-10727 LBR Case Nos. BK-S-06-10728 LBR Case Nos. BK-S-06-10729 LBR
In re: USA CAPITAL REALTY ADVISORS, LLC, Debtor.	Chapter 11
In re: USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC, Debtor.	Jointly Administered Under Case No. BK-S-06-10725 LBR
In re: USA CAPITAL FIRST TRUST DEED FUND, LLC, Debtor.	DECLARATION OF DOUGLAS M. MONSON IN SUPPORT OF MOTION TO SELL UNDER SECTION 363 ALL COMMERCIAL MORTGAGE ASSETS OF DEBTOR USA COMMERCIAL MORTGAGE COMPANY IN THE PLACER VINEYARDS LOANS TO COMPASS USA SPE, LLC [AFFECTS DEBTOR USA COMMERCIAL MORTGAGE COMPANY]
In re: USA SECURITIES, LLC, Debtor.	
Affects: <input type="checkbox"/> All Debtors <input checked="" type="checkbox"/> USA Commercial Mortgage Company <input type="checkbox"/> USA Securities, LLC <input type="checkbox"/> USA Capital Realty Advisors, LLC <input type="checkbox"/> USA Capital Diversified Trust Deed Fund, LLC <input type="checkbox"/> USA First Trust Deed Fund, LLC	

I, Douglas M. Monson, hereby declare, verify and state as follows:

1. I am an attorney with Ray Quinney & Nebeker P.C., and I am one of the attorneys representing Debtor USA Commercial Mortgage Company (“USACM”) in its bankruptcy case that was filed in the United States Bankruptcy Court for the District of Nevada.

2. I have been working with Robert E. Koe, a Director of Mesirow Financial Interim Management, LLC (“Mesirow”), who has been acting at the direction of Thomas J. Allison, the President and Chief Restructuring Officer of USACM, with respect to the “Motion To Sell Under Section 363 All Commercial Mortgage Assets of Debtor USA Commercial Mortgage Company in the Placer Vineyards Loans to Compass USA SPE, LLC” that was filed by USACM (the “Motion”) on March 9, 2007 as Docket No. 3037.

3. This Declaration is based upon my personal knowledge or, if so stated, upon information and belief.

4. The Placer Vineyards Loans are evidenced by the following:

(A) A Promissory Note dated on or about December 10, 2004, executed by Borrower Placer County Land Speculators, LLC, a California limited liability company, in the original principal amount of \$27,500,000 (the “Placer Vineyards Senior Note”). The Placer Vineyards Senior Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing recorded on December 20, 2004, as Document No. 2004-0169766 with the Placer County, California, County Recorder, as subsequently amended (the “Placer Vineyards Senior Trust Deed”).

(B) A Promissory Note dated on or about December 10, 2004, executed by Borrower Placer County Land Speculators, LLC, a California limited liability company, in the original principal amount of \$6,500,000 (the “Placer Vineyards Junior Note”). The Placer Vineyards Junior Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement

and Fixture Filing recorded on December 20, 2004, as Document No. 2004-0169767 with the Placer County, California County Recorder (the "Placer Vineyards Junior Trust Deed").

5. Both the Placer Vineyards Senior Trust Deed and the Placer Vineyards Junior Trust Deed describe three parcels of real property in Placer County, State of California, owned by Borrower Placer County Land Speculators, LLC, that were originally identified by the Placer County Assessor and the Placer County Treasurer as Assessor's Parcel Nos. 023-200-010-000, 023-200-012-000, and 023-200-013-000 (the "Three Parcels").

6. I received a report on March 28, 2007, that some or all of the real property taxes for the Three Parcels were being paid that day, and I was asked to verify this report. I did an online computer search of the public records website for the Placer County Treasurer to check the status of the taxes on the Three Parcels as of March 28, 2007, and I also called the office of the Placer County Treasurer on March 28, 2007, to verify the accuracy of the information that was showing on the public records website for the Three Parcels. A copy of the results of my online computer search is attached hereto as Exhibit "A" and incorporated herein.

7. I was informed by the office of the Placer County Treasurer that Assessor's Parcel No. 023-200-013-000 was now designated as Assessor's Parcel No. 023-200-013-510. I was also informed by the office of the Placer County Treasurer, as verified by the online computer search attached as Exhibit "A" hereto, that the Current Taxes (2006 Taxes) for the Three Parcels were paid on March 28, 2007, and were posted as paid on the Placer County Treasurer's website on the afternoon of March 28, 2007, including both the 1st Installment of the 2006 Taxes on the Three Parcels that were late (or delinquent) as of December 10, 2006, and the 2nd Installment of the 2006 Taxes on the Three Parcels that were due on February 1, 2007, and that would have been late (if not paid) on April 10, 2007. The total amount of 2006 Current Taxes on the Three Parcels that were paid on March 28, 2007, was \$353,765.38.

8. The online computer search of the records of the Placer County Treasurer (Exhibit “A”) indicates that the Default Taxes (additional real property taxes owing on the Three Parcels from years prior to 2006) are still showing as unpaid as of March 28, 2007. The total amount of the unpaid Default Taxes for the Three Parcels as of March 28, 2007, was \$297,107.88 (\$50,953.67 for Parcel No. 023-200-010-000, \$112,409.61 for Parcel No. 023-200-012-000, and \$133,744.60 for Parcel No. 023-200-013-510). I was informed by the office of the Placer County Treasurer that they had no further information on any payments of the Default Taxes for the Three Parcels.

9. I declare under penalty of perjury that the foregoing statements are true and correct according to my best knowledge, information and belief.

Executed this 30th day of March, 2007.

/s/ Douglas M. Monson
Douglas M. Monson

920582.01/dmm

EXHIBIT “A”



Placer County California



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Treasurer - Tax Collector

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Important Dates to Remember

- January 1 - Lien date, the date taxable value is established and property taxes become a lien on the property
- July 1 - Beginning of the County's fiscal year
- August 1 - Unsecured bills due.
- August 31 - Unsecured deadline. A 10% penalty is added as of 5:00 p.m.¹
- October - Treasurer-Tax Collector mails out original secured property tax bills
- November 1 - First installment is due (Secured Property Tax) and delinquent Unsecured accounts are added additional penalties of 1½% until paid.
- December 10 - First installment payment deadline. A 10% penalty is added as of 5:00 p.m. ¹
- February 1 - Second installment due (Secured Property Tax)
- April 10 - Second installment payment deadline. A 10% penalty plus \$10.00 cost is added as of 5:00 p.m.
- May - Treasurer-Tax Collector mails delinquent notices for any unpaid, regular current taxes
- June 30 - End of fiscal year
- July 1 - Delinquent Secured accounts are transferred to delinquent tax roll and additional penalties added 1/2% per month on any unpaid tax amounts, plus \$15.00 redemption fee

¹ If a delinquent date falls on a weekend or holiday, the delinquent date is the next business day

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530-889-4120 Placer County Treasurer's Office

FeeParcel	Asmt	Year	Tra	Roll Cat.
023-200-010-000	<u>023-200-010-000</u>	2006	058-002	CS
PLACER COUNTY LAND SPECULATORS LLC				

Navigation**Last Search****New Search****Print****Assessment Info**

Assessment #	023-200-010-000
Taxyear	2006
Feeparcel	023-200-010-000
Roll Cat	<u>CS</u>

Taxes	1st	2nd	Total
Paid Status	PAID	PAID	
Due/Paid Date	03/28/2007	03/28/2007	
Total Due	\$32,596.10	\$29,632.82	\$62,228.92
Total Paid	\$32,596.10	\$29,632.82	\$62,228.92
Balance	\$0.00	\$0.00	\$0.00

Default Taxes**Balance**

Def Number DEF060000772

click to view how to start Payment Plan

\$50,953.67

Redemption Schedule

Jul	Jan	
Aug	Feb	\$50,335.22
Sep	Mar	\$50,953.67
Oct	Apr	\$51,572.12
Nov	May	\$52,190.57
Dec	Jun	\$52,809.02

Taxcode Info

Tax Code	Rate	1st	2nd	Total
00001	1	\$28,044.24	\$28,044.24	\$56,088.48
Property Tax-1% Rate				
36500	0.0564	\$1,581.69	\$1,581.69	\$3,163.38
Center Joint Unif B&I				
59700	0	\$6.89	\$6.89	\$13.78
Placer Mosquito Abatement				

Navigation**Last Search****New Search****Print**

FeeParcel	Asmt	Year	Tra	Roll Cat.
023-200-012-000	<u>023-200-012-000</u>	2006	058-002	CS
PLACER COUNTY LAND SPECULATORS LLC				

Navigation**Last Search****New Search****Print****Assessment Info**

Assessment # 023-200-012-000
 Taxyear 2006
 Feeparcel 023-200-012-000
 Roll Cat **CS**

Taxes	1st	2nd	Total
Paid Status	PAID	PAID	
Due/Paid Date	03/28/2007	03/28/2007	
Total Due	\$69,286.32	\$62,987.57	\$132,273.89
Total Paid	\$69,286.32	\$62,987.57	\$132,273.89
Balance	\$0.00	\$0.00	\$0.00

Default Taxes**Balance**

Def Number DEF060000773

click to view how to start Payment Plan

\$112,409.61

Redemption Schedule

Jul	Jan	
Aug	Feb	\$111,044.74
Sep	Mar	\$112,409.61
Oct	Apr	\$113,774.48
Nov	May	\$115,139.35
Dec	Jun	\$116,504.22

Taxcode Info

Tax Code	Rate	1st	2nd	Total
00001	1	\$59,623.43	\$59,623.43	\$119,246.86
Property Tax-1% Rate				
36500	0.0564	\$3,362.76	\$3,362.76	\$6,725.52
Center Joint Unif B&I				
59700	0	\$1.38	\$1.38	\$2.76
Placer Mosquito Abatement				

Navigation**Last Search****New Search****Print**

FeeParcel	Asmt	Year	Tra	Roll Cat.
023-200-013-510	<u>023-200-013-510</u>	2006	058-002	CS
PLACER COUNTY LAND SPECULATORS LLC				

Navigation

Last Search **New Search** **Print**

Assessment Info

Assessment # 023-200-013-510
 Taxyear 2006
 Feeparcel 023-200-013-510
 Roll Cat **CS**

Taxes	1st	2nd	Total
Paid Status	PAID	PAID	
Due/Paid Date	03/28/2007	03/28/2007	
Total Due	\$83,423.25	\$75,839.32	\$159,262.57
Total Paid	\$83,423.25	\$75,839.32	\$159,262.57
Balance	\$0.00	\$0.00	\$0.00

Default Taxes

Def Number DEF060000925 **Balance**
click to view how to start Payment Plan \$133,744.60

Redemption Schedule

Jul	Jan	
Aug	Feb	\$132,120.60
Sep	Mar	\$133,744.60
Oct	Apr	\$135,368.60
Nov	May	\$136,992.60
Dec	Jun	\$138,616.60

Taxcode Info

Tax Code	Rate	1st	2nd	Total
00001	1	\$71,783.82	\$71,783.82	\$143,567.64
Property Tax-1% Rate				
36500	0.0564	\$4,048.61	\$4,048.61	\$8,097.22
Center Joint Unif B&I				
59700	0	\$6.89	\$6.89	\$13.78
Placer Mosquito Abatement				

Navigation

Last Search **New Search** **Print**

EXHIBIT “1”

ORIGINAL

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6 Attorneys for Robert A. Russell, an
7 individual, Placer County Land Investors,
LLC, a California limited liability
8 company, and SVRB Investments, LLC,
an Arizona limited liability company,
9 Plaintiffs

Priority
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10
11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION**
13

14 Robert A. Russell, an individual,
15 Placer County Land Investors, LLC,
a California limited liability company,
16 and SVRB Investments, LLC, an
Arizona limited liability company

17 Plaintiffs,

18 vs.

19 USA Investment Partners, LLC, a
20 Nevada limited liability company,

21 Defendant.

Case No. EDCV07-0343 SGL (JCRx)

**~~Proposed~~ ORDER APPOINTING
TEMPORARY RECEIVER,
TEMPORARY RESTRAINING
ORDER AND OTHER EQUITABLE
RELIEF, AND ORDER TO SHOW
CAUSE WHY A PRELIMINARY
INJUNCTION SHOULD NOT
ISSUE AND A PERMANENT
RECEIVER SHOULD NOT BE
APPOINTED**

Date: [To Be Set]
Time: [To Be Set]
Place: 3470 Twelfth St., Room 134
Riverside, CA 92501

28

25 This matter came before the Court on plaintiffs' "Ex Parte Application for (1)
26 Temporary Receiver, (2) Temporary Restraining Order, (3) Other Equitable Relief,
27 and (4) Order to Show Cause why a Permanent Receiver Should Not be Appointed
28 and a Preliminary Injunction Should Not Issue" (the "Application"). The Court has

(10)

1 diversity jurisdiction over this action and venue in this District is appropriate under
2 28 U.S.C. § 1391(a)(2). Based on the evidence presented, the argument of counsel,
3 the authority submitted, being otherwise fully advised in the matter, and good cause
4 having been shown, the Court hereby finds that:

5 **I. FINDINGS OF FACT**

6 A. Defendant, USA Investment Partners, LLC, ("USAIP" or
7 "Defendant") is a limited liability company organized under the laws of the State
8 of Nevada. The members of USAIP are Thomas A. Hantges ("Hantges") and
9 Joseph D. Milanowski ("Milanowski"). Hantges owns a 57% membership
10 interest in USAIP. Milanowski owns a 43% membership interest in USAIP.
11 Milanowski is the manager of USAIP. Hantges and Malinowski are collectively
12 referred to herein as the "Members".

13 B. The plaintiffs (the "Plaintiffs") in this action are Placer County Land
14 Investors, LLC ("Placer"), SVRB Investments, LLC ("SVRB"), and Robert A.
15 Russell ("Russell").

16 C. Russell, an individual, is a resident of the state of Arizona. Placer is
17 a limited liability company organized under the laws of the state of California.
18 The members of Placer are USAIP, Russell, and Land & Castle Investments, LLC
19 ("L&CI"). USAIP owns an 88% controlling membership interest in Placer.
20 Russell owns a 10% membership interest in Placer. L&CI owns a 2%
21 membership interest in Placer. Russell has been the manager of Placer. On
22 March 20, 2007, Russell received a letter (the "Removal Letter") from USAIP
23 seeking to replace him as manager of Placer with USAIP.

24 D. SVRB is a limited liability company organized under the laws of the
25 state of Arizona. The members of SVRB are USAIP and Russell. USAIP owns a
26 50% membership interest in SVRB. Russell owns a 50% membership interest in
27 SVRB. Russell is a manager of SVRB.
28

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1 E. The primary assets of USAIP are equity interests in entities that own
2 real estate development projects in various stages of development, primarily
3 located in California and substantially located within the judicial district of this
4 Court.

5 F. Currently, entities affiliated with the members of USAIP are the
6 subject of bankruptcy cases (the "Bankruptcy Cases") pending in the United
7 States Bankruptcy Court for the District of Nevada. These entities include USA
8 Commercial Mortgage Company ("USACM"), USA Capital Realty Advisors,
9 LLC ("USACRA"), USA Securities, LLC ("USAS"), USA Capital First Trust
10 Deed Fund ("First"), and USA Capital Diversified Trust Deed Fund, LLC
11 ("Diversified").

12 G. On January 3, 2007, the Honorable Linda B. Riegler, United States
13 Bankruptcy Judge in the jointly administered Bankruptcy Cases entered a
14 temporary restraining order with regard to an entity (HMA Sales, LLC) in which
15 USAIP holds a 90% equity interest.

16 H. Prior to the commencement of the Bankruptcy Cases, USAIP had
17 received financial support in the way of transfers and loans from USACM and
18 some of the related entities that are debtors in the Bankruptcy Cases. Subsequent
19 to the commencement of the Bankruptcy Cases, such support was not provided.

20 I. Hantges and Milanowski are the subject of an investigation requested
21 by the United States Securities and Exchange Commission (the "SEC") and
22 conducted by the Federal Bureau of Investigation (the "FBI") in connection with
23 the business and operations of USAIP and various related entities.

24 J. USAIP is controlled by Hantges and Milanowski. The Members
25 have admitted to Plaintiffs that during the pendency of the ongoing investigation
26 by the SEC and/or the FBI relating to their activities, they have been and will
27 continue to be precluded from effectively managing the operations of USAIP.
28

1 K. USAIP has substantial liabilities under guarantees of loans made to
2 entities in which USAIP holds a membership interest. USAIP is also obligated to
3 Diversified pursuant to a loan that may amount to as much as \$75 million or more.
4 This loan is secured by a general pledge of the membership interests held by
5 USAIP.

6 L. USAIP has significant unpaid, delinquent obligations, including
7 those owing to Plaintiffs, and unperformed commitments, including those made to
8 Plaintiffs.

9 M. Parties, including Plaintiffs, with claims against USAIP and/or with
10 equity interests in entities in which USAIP also holds an equity interest face
11 imminent and irreparable harm to their opportunity for recovery on their claims
12 and/or equity interests. The assets of USAIP are at risk as long as USAIP remains
13 under the control of the Members.

14 N. USAIP is unable to effectively function and the assets of USAIP are
15 diminishing in value as a result of the lack of any party currently in a position to
16 control the direction and operations of USAIP. Loans with respect to real estate
17 development projects owned by entities in which USAIP holds membership
18 interests, including entities in which Plaintiffs also hold membership interests, are
19 delinquent, real property taxes and other obligations owing with respect to such
20 projects are also delinquent.

21 O. Various real estate development projects owned by entities in which
22 USAIP owns membership interests, including those in which Plaintiffs also own
23 membership interests, are in need of refinancing.

24 P. In its current state, USAIP is unable to obtain refinancing, perform its
25 obligations or meet its commitments to its creditors, including Plaintiffs.

26 Q. The Removal Letter received by Placer from USAIP on March 20,
27 2007, threatens Placer with severe, immediate and irreparable harm. With its
28

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1 Members under criminal investigation, USAIP is not capable of effectively
2 managing Placer.

3 R. Unless control of USAIP is promptly removed from Milanowski and
4 Hantges, Placer and all other creditors or USAIP and all parties with equity
5 interests in entities owning real estate in which USAIP also holds an equity
6 interest are faced with severe, immediate and irreparable harm.

7 S. An injunction is necessary to enjoin all but the Court from exercising
8 control of the Property (defined in paragraph 1 below) of the Receivership Estate
9 (defined in paragraph 1 below), and to prevent interference with this Court's
10 exclusive custody over the Property of the Receivership Estate.

11 T. This Court holds the Property in custodia legis, and based on the
12 common law standards pertinent to Receiverships and Injunctions:

13 a. any interference with the Court's custody of the Property will
14 result in real, immediate, and irreparable injury;

15 b. after the Receiver has filed its preliminary report pursuant to
16 paragraph 7 below, the Receiver will be able to demonstrate a
17 reasonable probability of success on the merits with regard to
18 protecting the interests of creditors of USAIP and preserving and
19 protecting the Property;

20 c. there is no plain, speedy, and adequate remedy at law to preserve
21 the Property and to protect it from waste absent the entry of an
22 Injunction; and

23 d. An Injunction will protect the Property and will not disserve the
24 public interests.

25 U. An Equitable Stay is necessary to prevent courts of other jurisdictions
26 from instructing the Receiver without application to this Court.

27 V. This Court finds that Waverton Group, LLC, a Colorado limited
28 liability company, with offices at 4101 East Louisiana Avenue, Suite 300, Denver,

1 Colorado, 80246, is qualified and suitable to be appointed as Receiver for
2 Defendant.

3 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:**

4 **II. APPOINTMENT OF TEMPORARY RECEIVER**

5 1. Waverton Group, LLC, is appointed Temporary Receiver over
6 Defendant and the assets of Defendant (the "Property"), with such appointment to
7 take effect immediately and to continue, subject to further Order of this Court, for a
8 period no longer than the next Motion Day following the expiration of twenty (20)
9 days after the date of appointment. The Property and the claims against the Property
10 (the "Claims") shall be collectively referred to herein as the "Receivership Estate."

11 2. Before entering upon its duties, the Temporary Receiver shall be sworn
12 to faithful performance (the "Oath"), a receiver's bond (the "Bond") in the amount of
13 ~~\$500,000.00~~ *AS* shall be filed with the Clerk of this Court, and the Temporary Receiver
14 shall be qualified to do business in the State of California. The Bond shall be
15 maintained until further order of this Court. The Receivership Estate shall bear the
16 expense of purchasing and maintaining the Bond.

17 3. The Temporary Receiver is hereby directed and empowered to take
18 immediate control of the Property for this Court to hold the Property *in custodia*
19 *legis*. The Temporary Receiver shall manage and preserve the Property, subject to
20 this Order, further Orders, and Instructions exclusively from this Court, subject to
21 the exclusive supervision and exclusive control of this Court.

22 4. In the Application and the Declarations submitted therewith, the
23 Plaintiffs have shown good cause that the Court should appoint the Temporary
24 Receiver without notice to creditors and make the appointment temporary under
25 L.R. 66-1.

26 5. The Court hereby Orders all parties to this Receivership Action and all
27 known creditors of the Defendant to show cause why the appointment of the
28 Temporary Receiver should not be made permanent. The Temporary Receiver is

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1 instructed to serve a copy of this Order upon all parties to this Receivership Action
2 and all known creditors of the Defendant within twenty (20) days after the date this
3 Order is entered.

4 6. The Temporary Receiver's appointment hereunder shall continue until
5 the next Motion Day following the expiration of twenty (20) days after the date of
6 entry of this Order (April 23, 2007) at 10 a.m. On the Motion Day,
7 this Court will determine whether the appointment of the Temporary Receiver shall
8 be made permanent.

9 7. The Temporary Receiver is hereby Instructed to file with this Court
10 and serve upon the parties to this Receivership Action, within twenty (20) days after
11 the date this Order is entered, a preliminary report setting out the identity, location,
12 and value of the Receivership Assets and any liabilities pertaining thereto. Further,
13 at the time the Temporary Receiver makes its preliminary report, the Temporary
14 Receiver shall make recommendations to the Court, including a recommendation
15 whether, based on its preliminary report, the Temporary Receiver should be made
16 permanent. After providing the parties and creditors of USAIP an opportunity to be
17 heard, this Court will determine whether to accept the Temporary Receiver's
18 recommendation.

19 **III. POWERS OF THE TEMPORARY RECEIVER**

20 8. The Temporary Receiver is hereby given the powers and authority
21 usually held by receivers and reasonably necessary to accomplish the purpose of this
22 Receivership including, without limitation, the specific power to:

- 23 a. take immediate control of the Receivership Estate, to the
24 exclusion of all others;
25 b. take control of the Receivership Estate, and manage and preserve
26 the Receivership Estate as reasonably necessary to maximize the value
27 and prevent diminution of the value of the Receivership Estate;
28

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- c. retain security personnel as necessary to secure the Receivership Estate;
- d. manage, operate, rent, maintain, lease, protect, and otherwise control the Receivership Estate;
- e. collect rents and revenues, income, profits, and other benefits from the operation and management of the Receivership Estate;
- f. pay taxes, insurance, utility charges, rent and other expenses and costs reasonably incurred in managing and preserving the Receivership Estate;
- g. hire, on a contract basis wherever possible, or as employees where required by applicable federal law, the personnel necessary to manage and preserve the Receivership Estate;
- h. contract for and obtain such services, utilities, supplies, equipment, and goods as are reasonably necessary to manage and preserve the Receivership Estate and to make such repairs to the Property as the Temporary Receiver may reasonably deem necessary provided that no contract shall extend beyond the termination of the Receivership without the permission of the Court;
- i. make, enforce, modify, negotiate, and enter into such leases (including equipment leases), contracts and concession agreements as the Temporary Receiver may reasonably deem appropriate to manage and preserve the Receivership Estate provided that no such lease, contract, or agreement shall extend beyond the termination of the Receivership without the permission of the Court;
- j. open, transfer, and change all trade accounts relating to the Receivership Estate, so that all such accounts are in the name of the Receiver;

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- k. open, transfer and change all bank accounts relating to the Receivership Estate, so that all such accounts are in the name of the Receiver;
- l. close USAIP's bank account or accounts and transfer the funds to a bank account in the name of the Temporary Receiver;
- m. invest the capital of the Receivership Estate, without the permission of the Court, in savings accounts or in securities backed by the full faith and credit of the United States;
- n. obtain and renew all insurance policies that the Temporary Receiver deems reasonably necessary to manage and preserve the Receivership Estate and the interest of the Temporary Receiver and the parties to this action;
- o. enter into contracts for those services reasonably necessary to aid the Temporary Receiver in the administration of the Receivership, including the retention of attorneys and accountants, with all reasonable expenses incurred in connection therewith deemed to be expenses of the Receivership, provided that no such contract shall extend beyond the termination of the Receivership without the permission of the Court;
- p. borrow from the parties and the claimants of USAIP on an unsecured basis and on such other reasonable terms as may be acceptable to the Temporary Receiver, funds to meet the capital needs of the Receivership Estate in excess of the income from the Receivership Estate;
- q. Issue Receiver's Certificates in exchange for funds advanced by the parties, Claimants, or third parties during the term of this receivership, provided that the Temporary Receiver shall give notice to all parties who have entered an appearance in this action and obtain

1 prior approval of this Court. Such receiver's certificates shall be a first
2 and prior lien and a preference claim upon the Estate, or a portion of it
3 at the Temporary Receiver's election;

4 r. Apply for, obtain, maintain, and renew as reasonably necessary
5 all trademarks, copyrights, patents, licenses, and permits required for
6 the operation of the Receivership Estate. Licenses and permits shall be
7 obtained in the name of USAIP wherever possible, and where not
8 possible, in the name of the Temporary Receiver;

9 s. institute such legal actions as the Receiver deems reasonably
10 necessary to collect accounts and debts, enforce agreements relating to
11 USAIP and the Receivership Estate, to protect the Property, and to
12 recover possession of the Property or USAIP from persons who may
13 now or in the future be wrongfully possessing or occupying the
14 Property or USAIP, or any part thereof;

15 t. to take control of any remaining books and records of Defendant
16 (the "Records"); and

17 u. do such other lawful acts not inconsistent with the Order as the
18 Temporary Receiver reasonably deems necessary to manage and
19 preserve the Receivership Estate and to perform such other functions
20 and duties as may from time to time be required and authorized by this
21 Court, by the laws of the state of California or by the laws of the United
22 States of America.

23 **IV. TEMPORARY RESTRAINING ORDER**

24 9. Except as may be expressly authorized by this Court upon notice and a
25 hearing, Plaintiffs, Defendant, and all people, entities, and agencies with actual
26 notice of this Order are enjoined from:

27 b. collecting the Property, or any proceeds, revenues, accounts,
28 issues, profits or other revenues thereof;

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- 1 c. withdrawing funds from any bank or other depository account
- 2 belonging to the Receivership Estate;
- 3 d. terminating or causing to be terminated any license, permit, lease
- 4 contract or agreement relating to the Property;
- 5 e. altering, erasing, or destroying any Records without the prior
- 6 written consent of the Temporary Receiver;
- 7 f. holding themselves out as, or acting or attempting to take any
- 8 and all actions of any kind or nature as officers, employees,
- 9 representatives, or principals of USA Investment Partners, LLC, or the
- 10 Receivership Estate; and
- 11 g. otherwise interfering with the operation of the Receivership
- 12 Estate or the Receiver's exercise of any power hereunder or the
- 13 Temporary Receiver's discharge of his duties.
- 14 h. Upon receipt of a copy of this Order, or upon actual knowledge
- 15 of the entry of this Order, any other person or business entity shall also
- 16 be bound by this Paragraph 9.
- 17 10. Except as may be expressly authorized by the Temporary Receiver or
- 18 by this Court, no person may buy, sell, or otherwise transfer any Property not in the
- 19 control of the Temporary Receiver.
- 20 11. All actions that purport to seek equitable relief against the Temporary
- 21 Receiver or the Receivership Estate are hereby stayed regardless of venue or
- 22 jurisdiction. The Temporary Receiver is instructed to file a Request for an Order to
- 23 Show Cause with this Court if any business or person files any pleading in any other
- 24 court seeking equitable relief against the Receiver or the Property without first
- 25 seeking relief from this stay.
- 26 12. All civil legal proceedings wherever located, including arbitration
- 27 proceedings, foreclosure activities, bankruptcy actions, or default proceedings, to
- 28 the extent such actions and proceedings interfere with this Court's exclusive control

1 over USAIP or any of its Assets, are stayed in their entirety, and all Courts having
2 any jurisdiction thereof are enjoined from taking or permitting any action until
3 further Order of this Court.

4 13. The stay in this Order does not apply to the assets currently under the
5 control of the Bankruptcy Cases. The Temporary Receiver is instructed to prepare
6 the appropriate pleadings and appear before Judge Riegler in the Bankruptcy Cases
7 for the purpose of requesting Judge Riegler to dissolve the TRO in the Adversary
8 Action to the extent, if any, that it relates to Assets of the Receivership Estate,
9 thereby enabling this Court to complete its jurisdiction over the Assets of the
10 Receivership Estate.

11 **V. TURNOVER OF ASSETS**

12 14. All persons and entities now or hereafter in possession of Property shall
13 forthwith surrender such control and possession to the Temporary Receiver. Without
14 limiting the generality of the foregoing, Plaintiffs, Defendant, and all persons and
15 entities in active concert and participation with the Plaintiffs and Defendants, shall
16 deliver to the Temporary Receiver all Property within their possession or control,
17 including, but not limited to, tangible assets, the Records, evidence and
18 documentation of intellectual properties owned or controlled by Defendant,
19 computers, hard drives, backup tapes, and all other media for the Defendant
20 computer network, all accounting records of USAIP, bank statements and records,
21 passwords for access, checking account, check registers, copies of paid and unpaid
22 invoices, cancelled checks and all other financial records.

23 15. All persons having notice of this Order, and having oral or written
24 agreements with USAIP or statutory or regulatory mandates for the supply of goods
25 or services, including without limitation, all computer software, communication and
26 other data services, centralized banking services, payroll services, insurance, utility
27 or other services to USAIP are hereby restrained until further order of this Court
28 from discontinuing, altering, interfering with or terminating the supply of such

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1 goods or services as may be required by the Temporary Receiver; and the
2 Temporary Receiver shall be entitled to the continued use of Defendant's current
3 telephone numbers, fax numbers, internet addresses and domain names, provided in
4 each case that the normal prices or charges for all such goods or services received
5 after the entry of this Order shall be paid by the Temporary Receiver in accordance
6 with the ordinary course of business of Defendant and such supplier, or such other
7 practices as may be agreed upon by the Temporary Receiver and the supplier, or as
8 may be ordered by this Court.

9 16. Subject to the provisions of Section VII below (Document Depository),
10 all attorneys, accountants, engineers, scientists, and other professionals who have
11 represented USAIP, and their representatives, are hereby Ordered to deliver
12 immediately over to the Temporary Receiver all documents, files, and information
13 concerning Defendant and the Property that they have in their possession or control.
14 Any claims for non-payment for services shall be presented as a claim against the
15 Receivership Estate and shall not be used as a defense to turning-over as set forth in
16 this paragraph.

17 17. All privileges in connection with professional representation of
18 Defendant and the Property shall accrue to the sole benefit of the Temporary
19 Receiver and the Receivership Estate and may only be waived by the Temporary
20 Receiver with the consent of this Court.

21 18. If the Temporary Receiver determines, after reasonable inquiry that a
22 person or entity is in violation of the Turnover Order within this Order, the
23 Temporary Receiver is Instructed to give written notice thereof to the person or
24 entity violating the Turnover Order, with a copy of this Order attached, demanding
25 turnover of Property. If the person or entity in possession fails or refuses to turnover
26 the Property after receiving notice, the Temporary Receiver shall file a Request for
27 an Order to Show Cause with this Court.
28

1 19. Paragraphs 14 through 18 above of this Order comprise a traditional
2 Turnover Order, and as such, are Case Management Orders and not Injunctions.

3 **VI. DOCUMENT DEPOSITORY**

4 20. In order to (a) establish a uniform method of identifying documents for
5 use in all proceedings related to this Receivership Action, including the Bankruptcy
6 Cases; (b) to minimize duplication of production efforts requesting and producing
7 parties; (c) to ensure the continued existence of relevant documents; and (d) to
8 reduce the aggregate costs of producing and maintaining documents, the Temporary
9 Receiver is Instructed to establish a depository for documents (the "Document
10 Depository").

11 21. For the purposes of this Order, the term "Document" shall mean
12 documents directly or indirectly related to this Receivership Action and the
13 Bankruptcy Cases that are in the possession of the Defendant and the Members on
14 the date of this Order, and shall include every tangible object capable of making a
15 truthful statement covered by the definitions of writing, recording, photographs,
16 originals, and duplicate in Rule 1001 of the Federal Rules of Evidence.

17 22. The Document Depository shall consist of a facility designated by the
18 Temporary Receiver and located within this District under the control of the
19 Temporary Receiver in which all Documents will be stored until further Order of the
20 Court.

21 23. The Plaintiffs, the Temporary Receiver, and the Members shall
22 designate Documents subject to a claim of privilege, immunity, or confidentiality
23 that are to be placed into the Document Depository under seal (the "Sealed
24 Documents"). The Sealed Documents placed into the Document Depository seal
25 shall only be unsealed pursuant to an Order of this Court.

26 24. Any Sealed Document placed into the Document Depository and
27 designated by the Members as subject to a direct or joint claim of privilege,
28 immunity, or confidentiality in favor of the Members shall be segregated from all

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other Documents within the Document Depository. Any person, entity, or agency desiring to inspect these Documents shall do so only after making such request of this Court and giving prior notice to the Temporary Receiver and the Members.

25. If any criminal proceeding is commenced against the Members or the Defendant, any person, entity, or agency requesting permission to inspect the Sealed Documents shall do so only after making such request of this Court and the tribunal with jurisdiction over the criminal proceeding, and after giving prior notice to the Temporary Receiver and the Members of the request to inspect the Sealed Documents.

VII. JUDICIAL IMMUNITY

26. In accordance with Local Rule 66-6, the Receiver shall prepare and file with the clerk's office routine reports.

27. The Temporary Receiver shall prepare and file, under oath, a true and complete inventory of the Property within thirty (30) days after the date of this Order, specifically setting forth therein any qualifications, limitations, or restrictions on the inventory as filed.

28. The Temporary Receiver shall enjoy the limited judicial immunity usually applicable to receivers. All who are acting, or have acted, on behalf of the Temporary Receiver at the request of the Temporary Receiver are protected and privileged with the same limited judicial immunity of this Court as the Temporary Receiver has. In order to avail the agents of the Temporary Receiver with these protections and privileges, the Temporary Receiver should file a notice of the agency with this Court.

VIII. ORDER TO SHOW CAUSE RE APPOINTMENT OF PERMANENT RECEIVER AND RE PRELIMINARY INJUNCTION

29. Defendant and creditors of Defendant are ordered to show cause, if any, why a Permanent Receiver should not be appointed in this case and that Defendant

1 shall appear at a hearing (the "Show Cause Hearing") before this Court on 4-4-07
2 2007, at 1:30 P.M., in Courtroom #1.

3 ☒ The United States Courthouse located at 3470 Twelfth Street,
4 Riverside, California

5 ☐ The Robal Federal Building and Courthouse located at 255 East
6 Temple Street, Los Angeles, California.

7 It is further ordered that at the Show Cause Hearing, pursuant to Fed. R. Civ.
8 P. 65(b), Defendant and any creditors of Defendant shall show cause, if there is any,
9 why this Court should not enter a Preliminary Injunction, pending final ruling on the
10 Complaint against Defendant, continuing the injunctive relief set forth in this Order.

11 30. In support of its request for a Preliminary Injunction, Plaintiffs or the
12 Temporary Receiver may submit supplemental evidence discovered subsequent to
13 the filing of the Application for a Temporary Receiver and a TRO, as well as a
14 supplemental memorandum. Such documents shall be filed and served by no later
15 than 4:00 p.m. on the sixth court day prior to the Show Cause Hearing as scheduled
16 above. Such documents may be served on the Defendant by faxing or delivering the
17 documents to the attorney for the Defendant. It is further ordered that Defendant
18 and/or creditors of the Defendant shall file and serve any opposition to the issuance
19 of a Preliminary Injunction and the appointment of a Permanent Receiver, including
20 any declarations, exhibits, memoranda or other evidence on which they may intend
21 to rely, and any objections to any evidence submitted by Plaintiffs or the Receiver,
22 by no later than 4:00 p.m. on the fourth court day prior to the Show Cause Hearing.
23 Such documents may be served by fax upon the Plaintiffs' counsel or by personal
24 delivery.

25 31. There will be no direct examination of witnesses at the Show Cause
26 Hearing in this matter. Direct testimony shall be presented in the form of
27 declarations or affidavits.
28

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1 **IX. MANAGEMENT OF THE RECEIVERSHIP ESTATE**

2 32. The Temporary Receiver shall operate the Receivership Estate
3 consistent with this Order, further Orders of this Court, and Instructions from this
4 Court. The Temporary Receiver's primary function is to preserve and protect the
5 Property. To the extent the Temporary Receiver, in its business judgment, believes it
6 is necessary to operate USAIP in order to properly preserve and protect the
7 Property, the Temporary Receiver is hereby authorized to do so.

8 33. If the Temporary Receiver intends to operate the Receivership Estate,
9 the Temporary Receiver shall include this decision and its support for this decision
10 in the Temporary Receiver's inventory report as required by paragraph 7 above.

11 34. In operating the Receivership Estate, the Temporary Receiver shall not
12 engage in speculation with the Property, nor shall the Temporary Receiver engage in
13 new business ventures.

14 35. In situations where the Temporary Receiver believes it is necessary or
15 desirable to liquidate any particular asset, the Temporary Receiver shall first request
16 an Order of this Court approving the sale of the asset. With such approval, the
17 Temporary Receiver shall sell the asset with reasonable dispatch and convert the
18 asset into money, discharge all reasonable expenses, costs, and disbursements in
19 connection with the sale of that asset to the extent possible.

20 36. All sales by the Temporary Receiver are in the nature of Judicial Sales,
21 and as such the Temporary Receiver shall follow the common law rules applicable
22 to Judicial Sales in conducting any sale of Property.

23 37. No sale of Assets shall be final until confirmed by Order of this Court.

24 38. The Temporary Receiver need not obtain prior Court approval to sell or
25 otherwise dispose of any tangible personal Property having a depreciated aggregate
26 value, as reflected on Defendant's books of less than \$50,000;

27

28

1 39. The Temporary Receiver may conduct a private or public sale,
2 provided that all sales by the Temporary Receiver shall be subject to competitive bid
3 except sales of Property under paragraph 34 above.

4 40. Any Claimant wishing to bid-in its Claim shall submit an offer
5 specifying the components of the bid within twenty days of the Temporary
6 Receiver's request to this Court to conduct a sale of Property. The Temporary
7 Receiver or any party to this Receivership Action shall file objections to the bid, if
8 any, within fifteen days thereafter.

9 41. By execution of this Order, the Court terminates the Members'
10 responsibility and authority over the Property. The Members shall reasonably
11 cooperate with the Temporary Receiver in connection with all matters regarding
12 transition, operation of the Receivership Estate, and sale of Property. The Members
13 shall make themselves available to assist the Temporary Receiver during normal
14 business hours, upon reasonable notice, for a period not to exceed thirty days. For
15 this work, the Members shall be compensated as set forth in paragraph 46 below.

16 42. The Temporary Receiver is hereby authorized to apply the capital of
17 the Receivership Estate and the revenues collected by the Temporary Receiver in
18 connection with the management and operation of the Receivership Estate in the
19 following order of priority:

- 20 a. First, to pay the cost of the Bond;
- 21 b. Second, to pay the Temporary Receiver's time charges incurred
22 in connection with this Receivership and to prepay or reimburse the
23 out-of-pocket expenses of the Temporary Receiver; and
- 24 c. Third, to pay the necessary and reasonable costs of managing
25 and preserving the Receivership Estate, including the fees of the
26 professionals engaged by the Temporary Receiver.
- 27 d. Fourth, to repay any Receiver's Certificates, with interest as
28 provided for therein.

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e. All funds in possession of the Temporary Receiver after satisfaction of the foregoing obligations shall be invested by the Temporary Receiver and held pending further order of this Court.

43. The Temporary Receiver's compensation for services under this Order and the Temporary Receiver's reasonable out-of-pocket expenses shall be prepaid or reimbursed pursuant to Waverton Group, LLC's Standard Hourly Rates as previously submitted to this Court.

44. The Temporary Receiver shall file on at least a quarterly basis an application for approval of the disbursements for professional fees and expenses to himself or others. The Temporary Receiver may pay up to 90% of the professional fees to himself or others and 100% of the expenses on a monthly basis, provided itemized statements are made on a monthly basis and filed under Notice in this Receivership Action.

45. Any provision of law to the contrary notwithstanding, the Temporary Receiver is the only acting Manager of Defendant until further order of this Court.

46. The Temporary Receiver is authorized, without breaching the peace and if necessary with the assistance of local peace officers or U.S. Marshals, to enter and secure any premises, wherever located or situated, in order to take possession, custody, or control of, or to identify the location or existence of Receivership Assets or Records.

47. The Temporary Receiver shall endeavor to wind up the Receivership expeditiously.

X. FEDERAL AND STATE TAX INCOME TAX LIABILITY

48. USAIP, as a limited liability company, has no direct liability for the payment of federal or state income taxes. That liability falls to the Members.

49. In order to enable the payment of federal and state income taxes generated by the sale of Property in the form of real estate, the Temporary Receiver shall, within thirty days after the sale of Property in the form of real estate, perform

1 a good-faith calculation of the highest possible taxable income from that sale and
2 pay to the Members from the proceeds of the sale an amount equal to the highest
3 possible taxable income.

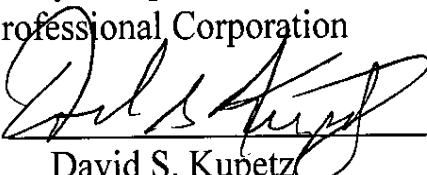
4 **XI. EFFECT OF THIS ORDER IN THE EVENT OF APPOINTMENT OF**
5 **PERMANENT RECEIVER**

6 50. Subject to further orders of this Court, in the event that the Temporary
7 Receiver is appointed as the Permanent Receiver in this action, all terms and
8 provisions of this Order shall continue and remain in full force and effect.

9
10 DATED: 3-27-07 
11 UNITED STATES DISTRICT COURT JUDGE
12 STEPHEN G. LARSON
13 UNITED STATES DISTRICT JUDGE

14 Presented by:

15 **SulmeyerKupetz**
16 a Professional Corporation

17 By 
18 David S. Kupetz

19 Attorneys for Robert A. Russell, an individual,
20 Placer County Land Investors, LLC, a California
21 limited liability company, and SVRB Investments,
22 LLC, an Arizona limited liability company, Plaintiffs
23
24
25
26
27
28

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 333 South Hope Street, Thirty-Fifth Floor, Los Angeles, California 90071-1406.

On March 23, 2007, I served the following document(s) described as **[PROPOSED] ORDER APPOINTING TEMPORARY RECEIVER, TEMPORARY RESTRAINING ORDER AND OTHER EQUITABLE RELIEF, AND ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE AND A PERMANENT RECEIVER SHOULD NOT BE APPOINTED** on the interested parties in this action as follows:

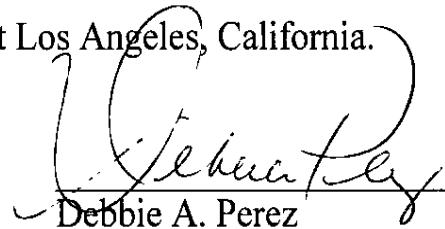
SEE ATTACHED SERVICE LIST

BY FAX TRANSMISSION: Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the persons at the fax numbers listed in the Service List. The telephone number of the sending facsimile machine was 213.629.4520. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from e-mail address dperez@sulmeyerlaw.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on March 23, 2007, at Los Angeles, California.


Debbie A. Perez

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SERVICE LIST

VIA E-MAIL OR ELECTRONIC TRANSMISSION

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VIA TELECOPIER

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